

WITNESS: Gregory Cornman

SHEET 1

1 UNITED STATES DISTRICT COURT  
2 DISTRICT OF MINNESOTA

3 PATRICIA A. DARKE,  
4 Plaintiff,

5 -vs- Civil File No. 06-996(PJS/RLE)

6 LURIE BESIKOF LAPIDUS &  
7 COMPANY, LLP,  
8 Defendant.

9  
10  
11  
12 DEPOSITION OF  
13 GREGORY S. CORNMAN, JR.  
14 MARCH 7, 2007  
15 9:00 A.M.

16  
17 MARY PIERSON BRIMMER, RPR  
18 PIERSON REPORTING  
19 VOICE: 952-233-1944 FAX: 952-496-3325  
20 Mary.Pierson@comcast.net  
21  
22  
23  
24  
25

1 INDEX

2 EXAMINATION:

3 By Mr. Glennon - Pages 4, 137  
4 By Ms. Roback - Page 136

5 DEFENDANT'S EXHIBITS:

PAGE MARKED:

6 (None marked)

1 APPEARANCES

2 FOR THE PLAINTIFF:

3 THOMAS E. GLENNON  
4 Attorney at Law  
5 THOMAS E. GLENNON & ASSOCIATES, P.A.  
6 4700 Wells Fargo Center  
7 90 South Seventh Street  
8 Minneapolis, Minnesota 55402

9 ALSO PRESENT: Patricia A. Darke

10 FOR THE DEFENDANT:

11 DONNA L. ROBACK  
12 Attorney at Law  
13 DONNA L. ROBACK, P.A.  
14 5200 Willson Road  
15 Suite 150  
16 Edina, Minnesota 55424

17 ALSO PRESENT: Neil Lapidus

18 The Original is in the possession of  
19 Attorney Thomas E. Glennon.

20 \* \* \* \* \*

1 DEPOSITION of GREGORY S. CORNMAN, JR., taken  
2 pursuant to Notice of Taking Deposition, taken at 4800 Wells  
3 Fargo Center, 90 South Seventh Street, Minneapolis,  
4 Minnesota, beginning at approximately 9:00 a.m., on March 7,  
5 2007, before Mary Pierson Brimmer, RPR, a Notary Public in  
6 the State of Minnesota.

7 WHEREUPON, the following proceedings were duly  
8 had:

9  
10 GREGORY S. CORNMAN, JR.,  
11 called as a witness and having been first  
12 duly sworn, testified as follows:

13 EXAMINATION

14 BY MR. GLENNON:

15 Q. Good morning. Would you state your full name for  
16 the record, please.

17 A. Gregory S. Cornman, Jr.

18 Q. Mr. Cornman, my name is Tom Glennon. You and I met  
19 one another about 10 or 15 minutes ago for the first time, is  
20 that right, sir?

21 A. Correct.

22 Q. To your knowledge, we have not spoken to one another  
23 before nor have we been previously introduced to one another.

24 Is that your understanding, sir?

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13

1 A. Mary and I talked in general and gave me an idea of  
2 the challenges behind the position and the challenges that the  
3 other HR managers faced.

4 Q. Do you know how many people she was referring to  
5 when --

6 A. No, I do not.

7 Q. -- collectively referring to persons as HR managers?

8 A. I don't know the exact number.

9 Q. Do you have an idea?

10 A. I believe there were maybe three or four previous HR  
11 managers while Mary was there.

12 Q. Do you know how long Ms. Franklin was at the firm?

13 A. I believe Mary was there ten years.

14 Q. Is she still employed there?

15 A. She is no longer with the firm.

16 Q. Do you know why she is no longer with the firm?

17 A. She took a new position.

18 Q. Did she talk to you about any of the reasons that  
19 she had for leaving the firm?

20 A. She wanted to be able to take a vacation during the  
21 winter.

22 Q. Anything else?

23 A. That was what she told me.

24 Q. You stated that she had indicated to you that  
25 previous HR managers were not good fits for the job. Did she

15

1 Q. What did she say to you about Mr. Kaufmann?

2 A. Mary has a lot of respect for Mr. Kaufmann.

3 Q. Anything else?

4 A. Very detail-oriented.

5 Q. Is there anything else?

6 A. No.

7 Q. What did she say to you about Mr. Lapidus?

8 A. Said that Mr. Lapidus can be very demanding of all  
9 of his staff.

10 Q. Did she elaborate on that?

11 A. No.

12 Q. Did she share with you any previous instances in the  
13 workplace involving Mr. Lapidus and employees which might meet  
14 this description of very demanding on his staff?

15 A. General comments that he demanded a lot of his  
16 staff.

17 Q. Anything else?

18 A. No.

19 Q. Did she inform you of any previous instances of  
20 mistreatment in word or action by Mr. Lapidus directed toward  
21 any member of the firm?

22 A. Toward any specific member of the firm?

23 Q. Any member of the firm.

24 A. Said that Neil could be hard on staff, yes.

25 Q. Did she talk with you about any specific instances

14

1 explain what she meant by that?

2 A. She stated that one person was more geared  
3 completely towards the compliance matters of human resources,  
4 doing the paperwork. She stated that one other one was more  
5 geared towards the employee involvement, social aspect of the  
6 job and wasn't as up to speed on the compliance part of it.

7 They were missing one piece or the other needed to do the job.

8 Q. Anything else that she said about that?

9 A. No.

10 Q. You also testified that she discussed with you  
11 challenges of the HR manager position.

12 A. Umm-hmm.

13 Q. What did she tell you?

14 A. We have a lot of demands for recruiting. It's a  
15 very tight marketplace for accountants; that we work a lot of  
16 hours, so it makes for a stressful environment for people when  
17 they're working 80 hours a week during a tax season; and that  
18 we have a very close-knit group of people, so we know what  
19 other people are working on; and as we're trying to go through  
20 the workflow, that can cause problems from now and then.

21 Q. Did she talk to you at all about any of the  
22 individual partners?

23 A. She talked to me about individual partners.

24 Q. Which partners did she talk to you about?

25 A. All of them.

16

1 of him being hard on staff?

2 A. Not that I recall.

3 Q. Did she inform you that he had thrown files at  
4 persons in the workplace?

5 A. She made comments along those lines.

6 Q. And that's what I'm asking you now. I'm asking you  
7 if she made any remarks or made any references to any  
8 incidents of either improper conduct or statements by  
9 Mr. Lapidus toward any member of the firm.

10 A. She made statements that there had been files thrown  
11 and that there had been yelling at staff members.

12 Q. Did she mention swearing?

13 A. No.

14 Q. Did she mention anything else other than as you've  
15 testified?

16 A. Comments that Ms. Franklin made to me were along the  
17 lines of yelling at staff members.

18 Q. Whether in reference to Mr. Lapidus or anyone else,  
19 did she mention to you any remarks about any gender-related  
20 issues involving any employee of the firm?

21 A. No gender-related issues.

22 Q. Any other employment discrimination or harassment  
23 issues that she touched upon or remarked upon?

24 A. Not that I recall.

25 Q. Is there any uncertainty in your mind as to whether

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1 or not she did so?

2 A. No.

3 Q. Does the firm have policies which deal with the  
4 general subject of treating employees respectfully or with  
5 dignity?

6 A. The firm within its employee handbook has a  
7 harassment policy.

8 Q. Are you familiar with that policy?

9 A. Yes, I am.

10 Q. And what does the policy indicate concerning  
11 harassment?

12 A. Policy indicates that the firm will not tolerate  
13 harassment by any member of the firm. If harassment is  
14 suspected or is being felt, they are to report to either the  
15 human resources manager, the managing partner, or other member  
16 of management within the firm what their concerns are. The  
17 firm will then investigate fully any claims.

18 Q. Does the firm await a formal complaint by an  
19 employee to conduct a harassment investigation or to otherwise  
20 monitor harassment in the workplace?

21 A. If we're aware of harassment, we will investigate  
22 it, whether that is through a formal complaint or through  
23 information that becomes available to management.

24 Q. And who is it that needs to acquire such information  
25 to prompt the firm or to cause the firm to do an

18

1 investigation?

2 A. It could go to a partner, it could go to the  
3 managing partner, it could come to me in human resources.

4 Q. So generally speaking, if any partner in the firm is  
5 aware of an act or an instance that could constitute  
6 harassment, or if you, the human resource manager, become  
7 aware of such information, that's deemed information  
8 appropriate for the firm to conduct an investigation of some  
9 kind?

10 A. Correct.

11 Q. No formal written complaint need be written in such  
12 instance, is that right, sir?

13 A. Correct.

14 Q. Do you know how long this has been a policy of the  
15 firm, this harassment policy that you mentioned?

16 A. It was in place before I joined the firm. I do not  
17 know how long it was in place prior to me being there.

18 Q. Does the firm retain past iterations or past  
19 versions of its handbook?

20 A. I'm aware of one that was dated 2003. I'm not aware  
21 of prior versions of it.

22 Q. Is the 2003 version the current version?

23 A. No. The handbook was updated in 2006.

24 Q. Do you know whether or not the harassment policy was  
25 changed at that time?

19

1 A. The harassment policy I believe was nearly intact  
2 and remained the same.

3 Q. The firm has an antidiscrimination policy of some  
4 form, I'm assuming, sir?

5 A. Correct.

6 Q. You're familiar with that policy?

7 A. Yes, I am.

8 Q. And what does the policy indicate?

9 A. The policy indicates the firm will not discriminate  
10 based off of any of the Title VII classifications.

11 Q. When or what instances would the firm conduct an  
12 investigation of a matter possibly involving or implicating  
13 the Title VII protected classes?

14 A. As soon as the firm was aware of it.

15 Q. Is that the same as you described for the harassment  
16 policy, that if --

17 A. Correct.

18 Q. Thank you.

19 -- that if any partner or if you as human resource  
20 manager would become aware of any possible conduct or action  
21 that might constitute a violation of the Title VII protected  
22 categories, the firm would do a review or investigation of  
23 that?

24 A. Our discrimination and harassment policies are one  
25 and the same.

20

1 Q. And again, in this instance, it would not require a  
2 formal complaint by an employee for the firm to conduct a  
3 review or investigation of a matter that might constitute a  
4 violation of its antidiscrimination policy?

5 A. That's correct.

6 Q. Mr. Cornman, when did you become an employee of the  
7 firm?

8 A. November 16, 2004.

9 Q. Do you know when you first learned of an opening at  
10 the firm for the HR manager position?

11 A. I believe that was in late September or early  
12 October of 2004.

13 Q. Was it an advertisement or --

14 A. Correct.

15 Q. -- how did you learn about it being open?

16 A. It was through a newspaper advertisement.

17 Q. Were you employed at that time?

18 A. No, I was not.

19 Q. Did you have one or more than one interview with the  
20 firm?

21 A. I had more than one interview.

22 Q. Do you recall when the first interview occurred,  
23 sir?

24 A. No, I do not.

25 Q. Do you know with whom you met?

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1 preparing the final version of it.

2 Q. And then what did you do with it vis-à-vis

3 Ms. Darke?

4 A. I don't recall if Farley gave it to her or if I gave  
5 it to her.

6 Q. In what ways do you recall modifying the director's  
7 agreement that was first discussed in the meeting which you  
8 described earlier and that was later presented to Ms. Darke?

9 A. To account for commissions in the compensation  
10 determination.

11 Q. Any other modifications?

12 A. I believe there was some issues with the general  
13 agreement around noncompete and solicitation of employees that  
14 I was also looking to address.

15 Q. And how did the modified form of director's  
16 agreement address that?

17 A. It was to prohibit some additional actions around  
18 solicitation.

19 Q. So it expanded the prohibited nonsolicitation?

20 A. It clarified what was in there and what the intent  
21 of the document was.

22 Q. Did that, in your judgment, broaden the scope of the  
23 nonsolicitation or the noncompete?

24 A. It would have made the nonsolicitation tighter and  
25 more clear.

50

1 Q. But not any broader?

2 A. Not broader.

3 Q. Did the modified form of agreement contain any  
4 minimum hours requirements?

5 A. I don't recall minimum hours.

6 Q. Are there any other ways in which you recall the  
7 initial form of director's agreement presented to Ms. Darke  
8 being modified relative to the second version?

9 A. The modifications were to address the concerns that  
10 Ms. Darke had brought up.

11 Q. And it otherwise did not change in any manner, other  
12 than the nonsolicitation provision, the features of the first  
13 form of document presented to her?

14 A. I believe it was fundamentally the same.

15 Q. Did you have discussions with Mr. Kaufmann about  
16 what the modified form of document was supposed to contain or  
17 what the effect of it was supposed to be?

18 A. Yes, we were working in conjunction.

19 Q. And what did he say about that?

20 A. He said we are trying to address Patty's concerns.

21 Q. Nothing more than that?

22 A. Nothing more than that.

23 Q. You don't recall whether you or he gave the modified  
24 form of agreement to her?

25 A. No, I don't recall.

51

1 Q. Do you know how much time she was allowed or what  
2 was indicated to her as far as when a signed document was  
3 requested of her?

4 A. I don't recall any time lines.

5 Q. So you don't believe that one was given to her?

6 A. I believe the statement was, "We would like to see  
7 this done as soon as possible."

8 Q. Do you recall whether or not this agreement, this  
9 modified form of document was given to her in April 2005?

10 A. I don't recall the timing.

11 Q. Would you believe it to have been within a matter of  
12 weeks after the first meeting that you discussed with  
13 Mr. Kaufmann and Ms. Darke?

14 A. I believe that once the modifications were  
15 completed, it was given to her immediately.

16 Q. And do you believe that there was then a couple of  
17 weeks time in between the first meeting and it being presented  
18 to her?

19 A. I don't know the exact length of time.

20 Q. You don't recall months passing, though, do you?

21 A. I do not recall that.

22 Q. Did you have an understanding as to whether all  
23 other persons performing director functions had signed a  
24 director's agreement as of that time?

25 A. I believe signing the director's agreement was part

52

1 of becoming a director.

2 Q. But I'm asking about persons who are performing  
3 director's functions.

4 A. Clarify the question, please.

5 Q. Sure. Whether or not they were formally admitted as  
6 a director versus performing director's functions as a head of  
7 the group of the firm, for example.

8 MS. ROBACK: I'll object as lack of  
9 foundation.

10 BY MR. GLENNON:

11 Q. Are you aware of any person who was performing  
12 director functions but who was not in fact a director?

13 A. At that time, I was only aware that all directors  
14 had signed director's agreements.

15 Q. Do you know whether or not the forms of director's  
16 agreements signed by the directors were the same as  
17 Ms. Darke's?

18 A. They were a standardized agreement.

19 Q. And so your answer is?

20 A. Yes.

21 Q. Did all of the director's agreements in place at  
22 that time contain the -- what you described as the clarified  
23 nonsolicitation provision?

24 A. I have not read all the director's agreements.

25 Q. Well, you said that the document that was presented

RANDY VICK

Eden Prairie, MN 55347

Business: 612/242-4622-742. 0611

EDUCATION: B.S. Degree Iowa State, 1967

EXPERIENCE:

9/80 - Present

Manager, V.P., Diversified Energies, Inc.

Minnegasco is the 13th largest distributor of natural gas in the U.S. My responsibilities include managing nine retail appliance centers and field sales personnel throughout Minnesota.

Accomplishments:

- o Managed sales revenues and profit goals to highest in corporate history.
- o Controlled expenses at 15% under budget.
- o Developed and instructed in-house advanced sales training.

Dyco Petroleum Corporation is the largest independent drilling program company exploring for oil and gas in the U.S. My responsibilities were to raise drilling funds and manage corporate training.

Accomplishments:

- o Developed northeast region of U.S. into largest territory for sales revenue outside of metro area.
- o Implemented new career development program designed to measure performance potential of all employees.
- o Coordinated advanced training for sales, marketing and administrative personnel.

12/79 - 9/80

V.P. Sales and Marketing - Telesystem, Inc., Minnetonka, MN

Directed all sales and marketing for business telephone inter-connect company. Hired and trained sales personnel for Minnesota, Florida and Arizona. Handled advertising, budgeting and planning for department. Exceeded all revenues and profit goals for 9 out of 10 months.

12/78 - 12/79

Account Executive and Instructor - Wilson Learning Midwest, Edina, MN

Sold and instructed State-of-the-Art Programs designed to improve performance of personnel at all levels within client companies. Gained thorough knowledge of behavioral sciences, aiding me in instructing heads of companies as well as other employees.

*(2nd) sales goal in excess of 100,000.*

Exhibit 3



DEF-0368

3/77 - 11/78

**Manager - Josten's Inc., Bloomington, MN**

Coordinated marketing and sales training of managers and 400 sales people.  
Managed the "School Spirit" program -- motivated high school students to get involved in student activities. This improved product sales nationally by 17%.

1971 - 1977

**Sales Representative - Golden Cycle Corporation (Realty Marketing), Colorado Springs, Co**

Developed a national referral system in selling recreational properties and large mining claim investments.

1969 - 1971

**Sales Representative - 3M Company, St. Paul, MN**

Responsible for four-state territory selling "Tartan Turf" (synthetic surfacing) for professional and college football fields, running tracks and horse race tracks.

1967 - 1969

**Commodities Salesman - Cargill Grain, Inc., Minneapolis, MN**

Sold jumbo tank cars of refined oils throughout New England. Responsible for the hedging of futures markets with the sale of oil.

#### **PROFESSIONAL ACTIVITIES:**

**Instructor - The Dale Carnegie Course of Human Relations and Dale Carnegie Sales Course (1972 to present).**

**Consultant and Management Analyst - Predictive Index (1976 to present).**

**Facilitator - Wilson Learning (1978 to present).**

**Speaker - Minnegasco's Speaker's Bureau.**

#### **OTHER: College Honors:**

- o Four-year athletic scholarship
- o President Alpha Kappa Psi, professional business fraternity

#### **Graduate Studies:**

- o Securities Representative Examination
- o Principal Securities Examination
- o Dale Carnegie Management Seminar
- o Commercial Pilot Training - 1966
- o American Management Association: Time Management
- o Wilson Learning: Counselor Selling; Managing Interpersonal Relationships; Interpersonal Skills; Social Style Sales Strategies

APPLICATION FOR EMPLOYMENT  
(PRE-EMPLOYMENT QUESTIONNAIRE) (AN EQUAL OPPORTUNITY EMPLOYER)

DATE \_\_\_\_\_

## PERSONAL INFORMATION

NAME

Dorke Patricia A

SOCIAL SECURITY  
NUMBER

PRESENT ADDRESS

M+KA, MN 55345

PERMANENT ADDRESS

Same

ARE YOU 18 YEARS OR OLDER?

☒ Yes ☐ No

PHONE NO. 612

APARTMENT NO.

IN CASE OF  
EMERGENCY NOTIFY

Robert Vaughan

Same

Same (husband)

ARE YOU PREVENTED FROM LAWFULLY BECOMING EMPLOYED IN THIS COUNTRY BECAUSE OF VISA OR IMMIGRATION STATUS?

☐ YES☐ NO

## EMPLOYMENT DESIRED

POSITION

Sales

DATE YOU  
CAN START

2 weeks

SALARY  
DESIRED

discussion

ARE YOU EMPLOYED NOW?

yes

IF SO MAY WE INQUIRE  
OF YOUR PRESENT EMPLOYER?

no

EVER APPLIED TO THIS COMPANY BEFORE?

no

WHERE?

WHEN?

EVER WORKED FOR THIS COMPANY BEFORE?

no

WHERE?

WHEN?

REASON FOR LEAVING

Present company is in financial distress

NAME OF LAST SUPERVISOR AT THIS COMPANY

none

WHO REFERRED YOU  
TO THIS COMPANY☐ EMPLOYMENT AGENCY☒ NEWSPAPER ADVERTISEMENT☐ OTHER☐ STATE EMPLOYMENT  
OFFICE☐ COLLEGE PLACEMENT  
SERVICE☐ WALKED IN☐ FRIEND

## EDUCATION

SCHOOL LEVEL	NAME AND LOCATION OF SCHOOL	*NO. OF YEARS ATTENDED?	*DID YOU GRADUATE?	SUBJECTS STUDIED
GRAMMAR SCHOOL	St Gerards	6	yes	
HIGH SCHOOL	Lincoln H.S.	3	yes	
COLLEGE	College of St. Benedict U of MN		no	Psychology
TRADE BUSINESS OR CORRESPONDENCE SCHOOL				

## GENERAL

SUBJECTS OF SPECIAL STUDY OR RESEARCH WORK

SPECIAL TRAINING

SPECIAL SKILLS



DEF-0001

**FORMER EMPLOYERS** (LIST 3, WITH LAST THREE EMPLOYERS, STARTING WITH ONE FIRST)

NAME AND ADDRESS OF PRESENT OR LAST EMPLOYER

Prism Group Inc

STARTING DATE

11-15-99

MONTH

YEAR

LEAVING DATE

5-15-00

MONTH

YEAR

WEEKLY STARTING SALARY

yrly 50,000 BASE + comm.

WEEKLY FINAL SALARY

to total \$ 90,000

JOB TITLE

Vice President

MAY WE CONTACT YOUR SUPERVISOR?

No

NAME AND TITLE OF SUPERVISOR

Sales &amp; Marketing

PHONE NO.

DESCRIPTION OF WORK

Consulting company, all sales &amp; mktg of consultants

survey tool and self

REASON FOR LEAVING

unstable company

NAME AND ADDRESS OF PRESENT OR LAST EMPLOYER

Signergy

STARTING DATE

3

MONTH

98

YEAR

LEAVING DATE

8

MONTH

99

YEAR

WEEKLY STARTING SALARY

yrly 72,500 + Bonus + car

WEEKLY FINAL SALARY

78,500 + Bonus + car

JOB TITLE

Vice President Sales &amp; Marketing

MAY WE CONTACT YOUR SUPERVISOR?

Yes

NAME AND TITLE OF SUPERVISOR

Pres. Bob Adam

PHONE NO.

DESCRIPTION OF WORK

All sales &amp; mktg for a manufacturing

company.

REASON FOR LEAVING

mergers/acquisition

NAME AND ADDRESS OF PRESENT OR LAST EMPLOYER

Collector's Gallery

STARTING DATE

4

MONTH

96

YEAR

LEAVING DATE

2

MONTH

98

YEAR

WEEKLY STARTING SALARY

50,000 + comm

WEEKLY FINAL SALARY

JOB TITLE

National Sales Manager

MAY WE CONTACT YOUR SUPERVISOR?

Yes

NAME AND TITLE OF SUPERVISOR

owner Rob Paschal

PHONE NO.

800-383-7149

DESCRIPTION OF WORK

all sales for a packaging company

REASON FOR LEAVING

company moved to Chicago

**REFERENCES:** GIVE BELOW THE NAMES OF THREE PERSONS NOT RELATED TO YOU, WHOM YOU HAVE KNOWN AT LEAST ONE YEAR

NAME	ADDRESS	BUSINESS	YEARS ACQUAINTED
1 Linda Johnson	(2) 935-8543	Signergy	2
2 Kevin Hughes	Will have to get these	Collector's	4
3 Bill Smith	704 541-0341	Personal	5
4 David Donaldson	609-895-3239		

**SERVICE RECORD**

BRANCH OF SERVICE

DISCHARGE DATE  
RANKPRESENT MEMBERSHIP IN  
NATIONAL GUARD OR RESERVESDATE  
OBLIGATION ENDS

DEF-0002

## SPECIAL QUESTIONS

DO NOT ANSWER ANY OF THESE QUESTIONS IN THIS FRAMED AREA UNLESS THE EMPLOYER HAS CHECKED A BOX PRECEDING A QUESTION, THEREBY INDICATING THAT THE INFORMATION REQUIRED FOR A BONA FIDE OCCUPATIONAL QUALIFICATION, OR DICTATED BY NATIONAL SECURITY LAWS, OR IS NEEDED FOR OTHER LEGALLY PERMISSIBLE REASONS

☐ HEIGHT \_\_\_\_\_ feet \_\_\_\_\_ inches ( ) Are you a U.S. citizen? \_\_\_\_\_ Yes \_\_\_\_\_ No

☐ ARE YOU ABLE TO PERFORM EACH OF THE FOLLOWING JOB FUNCTIONS WITH OR WITHOUT AN ACCOMMODATION?

☒ JOB FUNCTION 1: \_\_\_\_\_ YES NO

IF YOU CAN PERFORM THE FUNCTION WITH AN ACCOMMODATION, EXPLAIN HOW YOU WOULD PERFORM THE TASKS, AND WITH WHAT ACCOMMODATION?

☒ JOB FUNCTION 2: \_\_\_\_\_ YES NO

IF YOU CAN PERFORM THE FUNCTION WITH AN ACCOMMODATION, EXPLAIN HOW YOU WOULD PERFORM THE TASKS, AND WITH WHAT ACCOMMODATION?

☒ WERE YOU EVER SERIOUSLY INJURED? YES ☒ NO GIVE DETAILS

☐ WHAT FOREIGN LANGUAGES DO YOU SPEAK FLUENTLY? \_\_\_\_\_ READ WRITE

☒ HAVE YOU BEEN CONVICTED OF A FELONY OR MISDEMEANOR WITHIN THE LAST 5 YEARS? YES ☒ NO DESCRIBE

☐ I understand and agree that I may be required to take one or more ☐ physical examination: ☐ lie detector test(s) as a condition of hiring or continued employment. I agree to consent to take such test(s) at such time as designated by the Company and to release the Company, its directors, officers, agents or employees from any claim arising in connection with the use of such test(s) \_\_\_\_\_ Yes \_\_\_\_\_ No

☐ I have been advised that lie detector tests, as a condition of hiring or continued employment, are prohibited by law. \_\_\_\_\_ Yes \_\_\_\_\_ No

\* You will not be denied employment solely because of a conviction record, unless the offense is related to the job for which you have applied.

## AUTHORIZATION

"I CERTIFY THAT ALL THE INFORMATION SUBMITTED BY ME ON THIS APPLICATION IS TRUE AND COMPLETE, AND I UNDERSTAND THAT IF ANY FALSE INFORMATION, OMISSIONS, OR MISREPRESENTATIONS ARE DISCOVERED, MY APPLICATION MAY BE REJECTED AND, IF I AM EMPLOYED, MY EMPLOYMENT MAY BE TERMINATED AT ANY TIME.

IN CONSIDERATION OF MY EMPLOYMENT, I AGREE TO CONFORM TO THE COMPANY'S RULES AND REGULATIONS, AND I AGREE THAT MY EMPLOYMENT AND COMPENSATION CAN BE TERMINATED, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE, AT ANY TIME, AT EITHER MY OR THE COMPANY'S OPTION. I ALSO UNDERSTAND AND AGREE THAT THE TERMS AND CONDITION OF MY EMPLOYMENT MAY BE CHANGED, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT NOTICE, AT ANY TIME BY THE COMPANY. I UNDERSTAND THAT NO COMPANY REPRESENTATIVE, OTHER THAN ITS PRESIDENT, AND THEN ONLY WHEN IN WRITING AND SIGNED BY THE PRESIDENT, HAS ANY AUTHORITY TO ENTER INTO ANY AGREEMENT FOR EMPLOYMENT FOR ANY SPECIFIC PERIOD OF TIME, OR TO MAKE ANY AGREEMENT CONTRARY TO THE FOREGOING."

DEF-0003

DATE

5-15-00

SIGNATURE

Patricia Dark

LURIE, BESIKOF, LAPIDUS & Co., LLP  
CERTIFIED PUBLIC ACCOUNTANTS

MARSHALL J. BESIKOF, CPA  
NEIL N. LAPIDUS, CPA  
JOEL A. LEBEWITZ, CPA  
FARLEY S. KAUFMANN, CPA  
HAL B. GENSLLI, CPA  
MARK E. ZIESSMAN, CPA  
GEOFFREY H. WOLD, CPA  
JEFFREY W. STAIRBIRD, CPA  
TIMOTHY B. SCHMIDT, CPA  
MARSHALL R. LEHMAN, CPA  
BETH KIEFFER LEONARD, CPA  
JEFFREY S. LOCKETZ, CPA  
JEFFREY S. POLINCHOCK, CPA

LEE SUDPT, CPA  
BRUCE I. WALLER, CPA  
WILLIAM A. KAMMAN, CPA  
PAUL SERBER, CPA  
NORMAN ORENSTEIN, CPA  
BERTRAM L. CHEZ, CPA

DAVID L. LURIE, CPA  
1928-1998  
DAVID S. EIGER, CPA  
1922-1994

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MEMBER OF  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

SEC PRACTICE SECTION  
PRIVATE COMPANIES PRACTICE SECTION

FOUNDING MEMBER FIRM  
THE LEADING EDGE ALLIANCE  
WITH AFFILIATED FIRMS IN PRINCIPAL U.S.  
AND INTERNATIONAL CITIES

June 6, 2000

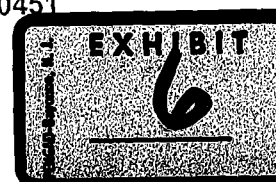
Ms. Patricia Darke  
17101 Lake Street  
Minnetonka, MN 55345

Dear Patricia:

This letter confirms the terms of employment with us beginning July 10, 2000. The terms are as follows:

- Lurie, Besikof, Lapidus & Co., LLP will compensate you for the first year at \$50,000 base salary plus 20% commission on Predictive Index sales. You will also be eligible, per the Fee Commission Program mentioned in the Employee Benefits Handbook, on new client referrals. This compensation schedule can be re-structured, per your request, in one year to lower your base salary and increase the commission percentage.
- You will be eligible for all of our employee benefit programs after completing certain eligibility periods as follows:
  - Currently we offer major medical and health insurance through Medica. You will be eligible for medical coverage beginning August 1, 2000. Depending on the plan you choose, the employee contribution is from \$109.00 to \$128.00 per month for single coverage and from \$286.00 to \$337.00 per month for family coverage, which represents 50% of the total premium. You will also be eligible for our cafeteria plan on the same day you qualify for medical coverage as well as for our Long Term Disability program, at no cost to you. Through the cafeteria plan, you may elect to have certain dependent care, medical costs and medical premiums paid with an off-setting pre-tax salary reduction.

PD 0451



- After six months of service, you will be eligible to participate in our Firm's 401(k) plan.
- After you have been with the Firm six months, you will be enrolled in the AICPA group-term life insurance plan, at no cost to you. This insurance is generally established at a level of twice an employee's salary.
- After you have been with the Firm six months, the Firm will help finance the purchase of a home computer system. The amount is repaid to the Firm over a period not to exceed 36 months, through payroll deductions. This program is completely optional.
- Our Firm does offer direct deposit of your payroll check.
- Our Firm currently observes six national holidays of New Year's, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day and offers two personal days.
- You will also immediately begin earning two weeks vacation per annum at the rate of 6.67 hours per month. The vacation time begins to vest after you have been with the Firm six months. In addition, you will be able to take additional compensatory time off as your work schedule permits.
- We also offer all employees up to 25% of first year fees collected (15% in the subsequent five years), for new clients brought into our Firm through your contacts.

We look forward to you joining the Predictive Index division of Lurie, Besikof, Lapidus & Co., LLP.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tiffany A. Skinner', with a long, sweeping horizontal line extending to the right.

Tiffany A. Skinner  
Human Resources Manager

Rev.12/99

## EMPLOYEE TRANSACTION SHEET

EMP-002

NAME: Pamela A. Parker EFFECTIVE DATE: 7/24/06  
 PREDICTIVE INDEX SURVEY: \_\_\_\_\_ CREDIT REPORT: \_\_\_\_\_  
 POSITION: PI Consultant

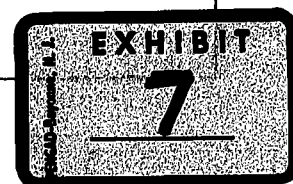
☒ Hired ☐ Terminated ☐ Resigned ☐ Change of Classification  
☐ Salary Change ☐ Leave of Absence ☐ Maternity Leave ☐ Disability Leave

## EMPLOYMENT CLASSIFICATION (Refer to Benefits Spreadsheet):

<input checked="" type="checkbox"/>	Full time / Professional / Exempt	PI Consultant
	Full time / Intern or Temporary / Professional / Exempt	Expected completion:
	Less than full time / Professional / Exempt	Hours contracted:
	Full time / Support Staff / Non-Exempt	
	Full time / Temporary Support Staff / Non-Exempt	Expected completion:
	Part time / 28+ hours per week / Support Staff / Non-Exempt	Hours per week:
	Part time / -28 hours per week / Support Staff / Non-Exempt	Hours per week:
	Seasonal / Hourly	

SALARY		COMMENTS	
ANNUALLY	\$50,000	\$50,000 + commission (see offer)	
MONTHLY			
HOURLY		Administrator	Partner

ROUTE TO:	
Judy Norstrom	
File	



DEF-0010

## EMPLOYEE TRANSACTION SHEET

EMP-002

NAME: Patricia Darke EFFECTIVE DATE: 7/16/02  
 PREDICTIVE INDEX SURVEY: \_\_\_\_\_ CREDIT REPORT: \_\_\_\_\_  
 POSITION: \_\_\_\_\_

- ☐ Hired
 ☐ Terminated
 ☐ Resigned
 ☐ Change of Classification  
☒ Salary Change
 ☐ Leave of Absence
 ☐ Maternity Leave
 ☐ Disability Leave

## EMPLOYMENT CLASSIFICATION (Refer to Benefits Spreadsheet):

X	Full time / Professional / Exempt	
	Full time / Intern or Temporary / Professional / Exempt	Expected completion:
	Less than full time / Professional / Exempt	Hours contracted:
	Full time / Support Staff / Non-Exempt	
	Full time / Temporary Support Staff / Non-Exempt	Expected completion:
	Part time / 28+ hours per week / Support Staff / Non-Exempt	Hours per week:
	Part time / -28 hours per week / Support Staff / Non-Exempt	Hours per week:
	Seasonal / Hourly	

SALARY		COMMENTS	
ANNUALLY	55,000	Salary Sch. review for Nov 02 to May 03	
MONTHLY			
HOURLY		Administrator	Partner <i>MC</i>

\$000

ROUTE TO:	
Judy Norstrom	
File	

DEF-0009

Name: Patricia Davis

Address:

Minnetonka, MN 55345

Date started: 7/31/00

Date left:

SS #

B-Day

Telephone

Position: PI Sales Consultant

Reason:

M

But 11/01/02 May 3

Date monthly Annual

Date	Monthly	Annual
7/31/00	4,166.67	50,000 + Comm.
8/12/00	4,583.33	55,000 + 20% Comm.
11/01/02	4,833.33	58,000 + 20% Comm.